

**GENERAL SERVICES ADMINISTRATION FEDERAL SUPPLY SERVICE  
AUTHORIZED FEDERAL SUPPLY SCHEDULE CATALOG/PRICE LIST**

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order is available through GSA *Advantage!*, a menu-driven database system. The INTERNET address for GSA *Advantage!* is <http://www.gsaadvantage.gov>

**SCHEDULE TITLE: MULTIPLE AWARD SCHEDULE**

**CONTRACT NUMBER: 47QTCA19D00BY**

**CONTRACT PERIOD:** 05/14/2019 through 05/13/2024

**Current through GSA Mod A812, April 28, 2020**

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at [www.fss.gsa.gov](http://www.fss.gsa.gov)

**CONTRACTOR:** **Bear River Associates Inc.**  
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Oakland, CA 94612-2703  
Phone: 510-834-5387  
  
e-mail: [tmeadow@bearriver.com](mailto:tmeadow@bearriver.com)  
  
<http://www.bearriver.com>

**CONTRACTOR'S ADMINISTRATION SOURCE:** P.O.C. Anthony P Meadow, Phone: 510-834-5387  
e-mail: [tmeadow@bearriver.com](mailto:tmeadow@bearriver.com)

**BUSINESS SIZE:** Small Business, Minority Owned, Hispanic-American Owned

**CONTRACT INFORMATION:**

**1. TABLE OF AWARDED SPECIAL ITEM NUMBERS (SINs)**

<b>SIN</b>	<b>DESCRIPTION</b>
54151S	Information Technology Professional Services
511210	Software Licenses Includes both term and perpetual software licenses and maintenance.
OLM	OLMs are supplies and/or services acquired in direct support of an individual task or delivery order placed against a Schedule contract or BPA. OLM pricing is not established at the Schedule contract or BPA level, but at the order level. Since OLMs are identified and acquired at the order level, the ordering contracting officer (OCO) is responsible for making a fair and reasonable price determination for all OLMs.

2. **MAXIMUM ORDER:** The maximum order is \$500,000 for SINs 511210 and 54151S.

The cumulative value of OLMs in an individual task or delivery order cannot exceed 33.33% of the total value of the order.

3. **MINIMUM ORDER:** \$100.00

4. **GEOGRAPHIC COVERAGE:** Domestic and overseas delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Note that for products, domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities. Overseas delivery is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. territories.

5. **POINT OF PRODUCTION:** N/A

6. **DISCOUNT FROM LIST PRICES:** Prices shown are GSA net prices

7. **QUANTITY/VOLUME DISCOUNT:** None

8. **PROMPT PAYMENT TERMS:** Net 30 days

9. **Government Purchase Cards are accepted at, below, and above the micro purchase threshold.**

10. **FOREIGN ITEMS:** N/A

11a. **TIME OF DELIVERY:** Negotiated at Task Order Level

11b. **EXPEDITED DELIVERY:** Negotiated at Task Order Level

11c. **OVERNIGHT AND 2-DAY DELIVERY:** Negotiated at Task Order Level

11d. **URGENT REQUIRMENTS:** Agencies can contact the Contractor's representative to affect a faster delivery. Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery.

12. **FOB POINT:** Destination

Note: All travel required in the performance of this contract and orders placed hereunder must comply with the Federal Travel Regulations (FTR) or Joint Travel Regulations (JTR), as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all contractor travel. Contractors cannot use GSA city pair contracts. The contractor shall not add the Industrial Funding Fee onto travel costs.

13a. **ORDERING ADDRESS:** Same as Contractor's address.

13b. **ORDERING PROCEDURES:** For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.

14. **PAYMENT ADDRESS:** Same as Contractor's address.

15. **WARRANTY PROVISION:** 30 Days for 511210 and Workmanlike manner for 54151S.

16. **EXPORT PACKING CHARGES:** N/A

**17. TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE:**  
Accepted at, below, and above the micro-purchase level.

**18. TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IF APPLICABLE):** N/A

**19. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE):** N/A

**20a. TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF AVAILABLE):** N/A

**20b. TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE):** N/A

**21. LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE):** N/A

**22. LIST OF PARTICIPATING DEALERS (IF APPLICABLE):** N/A

**23. PREVENTIVE MAINTENANCE (IF APPLICABLE):** N/A

**24a. SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES** (e.g. recycled content, energy efficiency, and/or reduced pollutants): N/A

**24b. Section 508 Compliance for EIT:** N/A

**25. DUNS NUMBER:** 181171752

**26. NOTIFICATION REGARDING REGISTRATION IN CENTRAL CONTRACTOR REGISTRATION (CCR) DATABASE:** Contractor is registered and valid in SAM until 04/08/2020, Cage Code = OYZS2

**TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES  
(SPECIAL ITEM NUMBER 511210)**

**1. INSPECTION/ACCEPTANCE**

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its post acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

**2. ENTERPRISE USER LICENSE AGREEMENTS REQUIREMENTS (EULA)**

The Contractor shall provide all Enterprise User License Agreements in an editable Microsoft Office (Word) format.

**3. GUARANTEE/WARRANTY**

a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.

30 Days

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. If no implied warranties are given, an express warranty of at least 60 days must be given in accordance with FAR 12.404(b)(2)

c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

**4. TECHNICAL SERVICES**

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number 510-834-5300 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 8am to 5pm Pacific.

**5. SOFTWARE MAINTENANCE**

a. Software maintenance as it is defined: (select software maintenance type) :

**(1) X Software Maintenance as a Product (SIN 511210)**

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that is included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self-diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

Software Maintenance as a product is billed at the time of purchase.

**6. PERIODS OF TERM LICENSES (SIN 511210)**

- a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.
- b. Term licenses may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.
- c. Annual Funding. When annually appropriated funds are cited on an order for term licenses, the period of the term licenses shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses orders citing the new appropriation shall be required, if the term licenses is to be continued during any remainder of the contract period.
- d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.
- e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses is to be terminated at that time. Orders for the continuation of term licenses will be required if the term licenses is to be continued during the subsequent period.

**7. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE (N/A)**

- a. The ordering activity may convert term licenses to perpetual licenses for any or all software at any time following acceptance of software. At the request of the ordering activity the Contractor shall furnish, within ten (10) calendar days, for each software product that is contemplated for conversion, the total amount of conversion credits which have accrued while the software was on a term license and the date of the last update or enhancement.
- b. Conversion credits which are provided shall, within the limits specified, continue to accrue from one contract period to the next, provided the software remains on a term license within the ordering activity.
- c. The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.
- d. The price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to % of all term license payments during the period that the software was under a term license within the ordering activity.

**8. TERM LICENSE CESSATION (N/A)**

- a. After a software product has been on a continuous term license for a period of \* months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the ordering activity. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which continues to be available

for software that is initially ordered under this contract, until a fully paid-up perpetual license accrues to the ordering activity. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited.

- b. The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms of Special Item Number 132-34, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

9. **UTILIZATION LIMITATIONS - (SIN 511210)**

- a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
- b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:
  - (1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.
  - (2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.
  - (3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.
  - (4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

(5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

**10. SOFTWARE CONVERSIONS - (SIN 511210) (N/A)**

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another.

**11. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY**

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

See price list/

**12. RIGHT-TO-COPY PRICING (N/A)**

The Contractor shall insert the discounted pricing for right-to-copy licenses.

SIN	Mfg	Mfg #	PRODUCT DESCRIPTION	GSA	WARRANTY
511210	Bear River Associates, Inc	BR-BTA-INPO-1	BearTracks: Receiving & Distribution Module, Mail Center User, Term License - Annual term license for the BearTracks Receiving & Distribution Module for Mail Services Users; licensed by number of mail services users for 1 to 9 mail services users	\$358.88	30
511210	Bear River Associates, Inc	BR-BTA-INPO-2	BearTracks: Receiving & Distribution Module, Mail Center User, Term License - Annual term license for the BearTracks Receiving & Distribution Module for Mail Services Users for 10 to 24 mail services users	\$337.35	30
511210	Bear River Associates, Inc	BR-BTA-INPO-3	BearTracks: Receiving & Distribution Module, Mail Center User, Term License - Annual term license for the BearTracks Receiving & Distribution Module for Mail Services Users for 25 to 49 mail services users	\$322.99	30
511210	Bear River Associates, Inc	BR-BTA-INPO-4	BearTracks: Receiving & Distribution Module, Mail Center User, Term License - Annual term license for the BearTracks Receiving & Distribution Module for Mail Services Users for 50 to 99 mail services users	\$312.23	30

SIN	Mfg	Mfg #	PRODUCT DESCRIPTION	GSA	WARRANTY
511210	Bear River Associates, Inc	BR-BTA-INPO-5	BearTracks: Receiving & Distribution Module, Mail Center User, Term License - Annual term license for the BearTracks Receiving & Distribution Module for Mail Services Users for 100 to 199 mail services users	\$301.46	30
511210	Bear River Associates, Inc	BR-BTA-INPO-6	BearTracks: Receiving & Distribution Module, Mail Center User, Term License - Annual term license for the BearTracks Receiving & Distribution Module for Mail Services Users for 200 to 299 mail services users	\$287.11	30
511210	Bear River Associates, Inc	BR-BTA-OTPO-1	BearTracks: Interoffice Module, Mail Center User, Term License - Annual term license for the BearTracks Interoffice Module for Mail Center Users; licensed by number of mail services users for 1 to 9 mail services users	\$214.58	30
511210	Bear River Associates, Inc	BR-BTA-OTPO-2	Annual term license for the BearTracks Interoffice Module for Mail Center Users, 20 to 49	\$327.83	30
511210	Bear River Associates, Inc	BR-BTA-OTPO-3	Annual term license for the BearTracks Interoffice Module for Mail Center Users, 50 to 99	\$313.88	30
511210	Bear River Associates, Inc	BR-BTA-OTPO-4	Annual term license for the BearTracks Interoffice Module for Mail Center Users, 100 to 199	\$303.41	30
511210	Bear River Associates, Inc	BR-BTA-OTPO-5	Annual term license for the BearTracks Interoffice Module for Mail Center Users, 200 to 499	\$292.95	30
511210	Bear River Associates, Inc	BR-BTA-OTPO-6	Annual term license for the BearTracks Interoffice Module for Mail Center Users, 500 to 1,000	\$279.00	30
511210	Bear River Associates, Inc	BR-BT-TMRF-1	License for Performance Analysis Module for customer with 1-9 Mail Center Users	\$4,645.35	30
511210	Bear River Associates, Inc	BR-BT-TMRF-2	License for Performance Analysis Module for customer with 10 to 49 Mail Center Users	\$9,295.35	30
511210	Bear River Associates, Inc	BR-BT-TMRF-3	License for Performance Analysis Module for customer with 50 to 99 Mail Center Users	\$23,245.35	30
511210	Bear River Associates, Inc	BR-BT-TMRF-4	License for Performance Analysis Module for customer with 100 to 149 Mail Center Users	\$41,845.35	30
511210	Bear River Associates, Inc	BR-BT-TMRF-5	License for Performance Analysis Module for customer with 150 to 249 Mail Center Users	\$60,445.35	30



SIN	Mfg	Mfg #	PRODUCT DESCRIPTION	GSA	WARRANTY
511210	Bear River Associates, Inc	BR-BT-TMRF-6	License for Performance Analysis Module for customer with 250 to 1000 Mail Center Users	\$79,045.35	30

**TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT)  
PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 54151S)**

**1. SCOPE**

- a. The prices, terms and conditions stated under Special Item Number 54151S Information Technology Professional Services apply exclusively to Professional Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

**2. PERFORMANCE INCENTIVES I-FSS-60 Performance Incentives (April 2000)**

- a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract.
- b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

**3. ORDER**

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

**4. PERFORMANCE OF SERVICES**

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

## **5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)**

- a. The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-
  - (1) Cancel the stop-work order; or
  - (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- b. If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-
  - (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
  - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- c. If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- d. If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

## **6. INSPECTION OF SERVICES**

In accordance with 552.212-4 CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS (JAN 2017) (DEVIATION - FEB 2007)(DEVIATION - FEB 2018) for Firm-Fixed Price orders; or GSAR 552.212-4 CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS (JAN 2017) (DEVIATION - FEB 2018) (ALTERNATE I - JAN 2017) (DEVIATION - FEB 2007) for Time-and-Materials and Labor-Hour Contracts orders placed under this contract.

## **7. RESPONSIBILITIES OF THE CONTRACTOR**

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Dec 2007) Rights in Data - General, may apply.

## **8. RESPONSIBILITIES OF THE ORDERING ACTIVITY**

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT Professional Services.

## **9. INDEPENDENT CONTRACTOR**

All IT Professional Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

## **10. ORGANIZATIONAL CONFLICTS OF INTEREST**

### **a. Definitions.**

“Contractor” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

“Contractor and its affiliates” and “Contractor or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor’s or its affiliates’ objectivity in performing contract work.

- b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

## **11. INVOICES**

The Contractor, upon completion of the work ordered, shall submit invoices for IT/IAM Professional services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

## **12. PAYMENTS**

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and- materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to

time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I

– OCT 2008) (DEVIATION I – FEB 2007) applies to labor-hour orders placed under this

contract. 52.216-31(Feb 2007) Time-and Materials/Labor-Hour Proposal Requirements— Commercial Item Acquisition. As prescribed in 16.601(e)(3), insert the following provision:

- a. The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.

- b. The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—

- (1) The offeror;
- (2) Subcontractors; and/or
- (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

### 13. RESUMES

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

### 14. INCIDENTAL SUPPORT COSTS

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

### 15. APPROVAL OF SUBCONTRACTS

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

### 16. DESCRIPTION OF IT PROFESSIONAL SERVICES AND PRICING

**Title: Product Project Manager, \$195.47 per hour**

Catalog number: BR-PS-1001

**Minimum Experience:** Three years' experience as a software project manager.

**Functional Duties:**

Duties include, but are not limited to the following:

- Provide a single point of responsibility and accountability for assigned projects.
- Develop and maintain a comprehensive project plan and other project-related documentation for development and enhancements of the BearTracks suite of software products and integrations with related third-party hardware and software systems.
- Develop and maintain a comprehensive project plan and other project-related documentation for deployment and support of BearTracks suite of software products and related third-party hardware and software systems for customers.
- Prepare and maintain functional requirements and system design specifications for projects.
- Supervise Bear River staff working on projects as assigned.
- Manage costs, resources and schedules according to budget and project plan.
- Coordinate with customer project management, IT and IT security staff and management.
- Consult and advise on customer processes related to BearTracks software products and related third-party hardware and software systems.
- Develop ROI analysis and work with customers to gain executive approval for process improvements.
- Prepare and deliver status and performance reports to clients and Bear River management. Communicate with internal and external customers, team members, and management.

**Minimum Education:** Bachelor's Degree.

**Title:** **Product Support Engineer, \$195.47 per hour**

Catalog number: BR-PS-1002

**Minimum Experience:** Three years' experience as a technical support engineer.

**Functional Duties:**

Duties include, but are not limited to the following:

- Installation, configuration and technical support of BearTracks suite of software products.
- Installation, configuration and technical support of integration between BearTracks software products with third-party hardware and software systems.
- Configuration of performance management reports in BearTracks software products.
- Support of customer IT and IT security departments for certification of BearTracks software products and related third-party hardware and software systems.
- Prepare and maintain user documentation, technical documentation, training materials, help files and other paper or electronic documents for BearTracks software products and related third-party hardware and software systems.
- Documentation of customer workflows and usage of BearTracks software products and related third-party hardware and software systems.
- Prepare plans, time estimates and schedules for the tasks as required.
- Participate in project meetings, set up meetings with subject-matter experts as necessary to obtain information, establish review sessions, capture comments related to documentation, and incorporate comments/changes into assigned projects.

**Minimum Education:** Bachelor's Degree.

**Title:** **Product Software Engineer , \$195.47 per hour**

Catalog number: BR-PS-1003

**Minimum Experience:** Three years' experience as a software engineer.

**Functional Duties:**

Duties include, but are not limited to the following:

- Design, write, test and maintain software code for BearTracks software modules.
- Design, write, test and maintain software code for integrations between BearTracks and third-party hardware and software systems.
- Assist in specifying project requirements, and review project documentation.
- Participate in software design reviews, configuration control, problem resolution, and change control, as needed.
- Select appropriate development tools and technologies for assigned software development projects.
- Assist with integration, testing, and implementation activities as needed.
- Design and write test plans, test cases, and acceptance tests according to specifications.
- Perform test of software, bug reporting, and other software quality assurance activities.
- Perform final acceptance testing and prepare releases, including release notes.

**Minimum Education:** Bachelor's Degree.